

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28</i>				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 03/31/2011	4. ORDER NUMBER DTFAWA-11-P-00093		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Charles Lingafelt		b. TELEPHONE NUMBER (No collect calls) 202-385-6691		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY FAA AWA 800 Independence Avenue, S.W. Washington DC 20591		CODE AWA	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS SIC: 423430 SIZE STANDARD: 100		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
14. DELIVER TO William J Hughes Technical Center AJW-175, BLDG 200 T&A Locaiton ID: N692K16M Atlantic City International Airport Atlantic City NJ 08405		CODE	15. ADMINISTERED BY FAA AWA 800 Independence Avenue, S.W. Washington DC 20591		13. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		CODE AWA
16a. CONTRACTOR/ OFFEROR		CODE	17a. PAYMENT WILL BE MADE BY FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125		CODE		
TELEPHONE NO. <input type="checkbox"/> 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	The Remote Monitor and Logging System (RMLS) National Remote Monitoring (RMM) Network (NRN) located at the Federal Aviation Administration (FAA) Air Route Traffic Control Centers (ARTCC) program requires Eaton Standard Density Continued ...						
24. ACCOUNTING AND APPROPRIATION DATA See schedule					25. TOTAL AWARD AMOUNT (For Contract Authority Use Only) \$0.00		
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				27. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
28a. SIGNATURE OF OFFEROR/CONTRACTOR				29a. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER)			
28b. NAME AND TITLE OF SIGNER (Type or Print)			28c. DATE SIGNED	29b. NAME OF CONTRACTING OFFICER (Type or Print) WILLIAM J. WEINIG		29c. DATE SIGNED	
30a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				31. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE				32c. DATE		33. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE				34. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE				36. S/R ACCOUNT NUMBER		37. S/R VOUCHER NUMBER	
39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40a. RECEIVED BY (Print)			
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				40b. RECEIVED AT (Location)			
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				40c. DATE REC'D (YY/MM/DD)		40d. TOTAL CONTAINERS	
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				40c. DATE REC'D (YY/MM/DD)			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DTEFAWA-11-P-00093	2	2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>electronic Power Distribution Units (ePDUs) MFG# V42BF3-N-SL-109 for the National Protocol Converter Box program.</p> <p>Period of Performance: 04/01/2011 to 03/31/2012</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 25.</p>				

1.0 SUPPLIES/SERVICES & PRICE/COST

1.1 General

The Federal Aviation Administration MAP Team, AJW – 131 requires fifty two (52) electronic Power Distribution Units (ePDUs) to provide power distribution points in each Protocol Converter Box (PCB) cabinet for the Remote Monitor and Logging System (RMLS) National Remote Maintenance and Monitoring (RMM) Network (NRN). These ePDUs provide uniform and orderly points of connection inside the cabinets housing the PCBs and the first line of power conditioning to eliminate spikes and power surges. The attached Section C, Statement of Work, provides specific requirements for this effort.

This is a firm-fixed price contract for the purchase of equipment below. The manufacturer's warranty will begin at acceptance by the FAA at the delivery point.

1.2 Schedule

Contractor must provide the following items, in accordance with the Contractor's quotation, dated XX/XX/2011.

Item	MFG#	Description	Qty	Unit Price	Total
1	V42BF3-N-SL-109	Eaton Standard Density EPDUS	52	\$XXXXXX	\$XXXXXX
		TOTAL PRICE			\$XXXXXX

2.0 DELIVERIES OR PERFORMANCE

2.1 Deliveries

The Contractor must deliver the items indicated in the Schedule of Supplies to the following address by April 15, 2011:

FAA William J Hughes Technical Center
AJW-175, Bldg 300 T&A
Location ID: N692K16M
Atlantic City International Airport
Atlantic City, NJ 08405
Attn: Stephen Mills
(609) 485-8474

The Contractor must provide the following with equipment delivery:

1. Operation and maintenance manuals
2. Warranty Information

The Contractor must provide electronic copies of the documents, if available.

2.2 Period of Performance

The period of performance is for one year (365 days) beginning at receipt of order.

3.0 Contract Administration

3.1 Contracting Officer (CO):

William Weinig
Federal Aviation Administration
800 Independence Avenue, SW
Room 406
Washington, D.C. 20591
202-385-6667

3.2 Contracting Specialist:

Charles R. Lingafelt
Federal Aviation Administration
800 Independence Avenue, SW
Room 406
Washington, DC 20591
202-385-6691

3.3 Contracting Officer's Technical Representative

Charles Tang
Federal Aviation Administration
800 Independence Avenue, SW
Room 711
Washington, D.C. 20591
202-267-5406

3.4 Contractor's Point of Contact

The Contractor must provide the COTR with a point of contact to address potential contractual requirement issues, reporting and invoicing issues and problem resolution relating to the delivery of warranty services.

4.0 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor must submit invoices after delivery and acceptance, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth in FAA AMS Clause 3.3.1-17, Prompt Payment. The Contractor must invoice by contract line item number (CLIN).

The designated billing office is as follows:

U.S. MAIL
FAA Accounts Payable Branch, AMZ-110
PO Box 25710
Oklahoma City, OK 73125

OVERNIGHT MAIL
FAA Accounts Payable Branch, AMZ-110
6500 S. MacArthur Blvd.

Oklahoma City, OK 73169

The Contractor must place the following statement on each invoice, signed by an authorized company representative:

“This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

Signature of Contractor’s Authorized Representative

Date of Invoice”

The Contractor must deliver invoices in accordance with the following distribution:

- AMZ-110, FAA Accounting: One original and one copy to the above address.
- Contracting Officer: One original invoice marked “Contracting Officer’s Original Copy” and one copy to the following address:

William Weinig
Contracting Officer, ATO-A
Federal Aviation Administration
800 Independence Avenue, S.W., Room 406
Washington, D.C. 20591

The Contracting Officer will authorize payments in the amounts determined to be allowable in accordance with FAA Acquisition Management System (AMS) Clause 3.3.2-1, Contract Cost Principles.

5.0 FAA STANDARD CLAUSES

5.1 FAA AMS 3.2.2.5-1 Terms and Conditions-Simplified Purchases (Services and Supplies) (January 2011)

(a) 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2 Organizational Conflicts of Interest (August 1997)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 2010)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.3.1-1 Payments (April 1996)

3.3.1-15 Assignment of Claims (April 1996)

3.3.1-33 Central Contractor Registration (January 2008)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)

3.3.2-1 FAA Cost Principles (October 1996)

- 3.6.1-7 Limitations on Subcontracting (July 2008)
- 3.6.2-8 Affirmative Action Compliance (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)
- 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.3-16 Drug Free Workplace (February 2009)
- 3.6.4-2 Buy American Act-Supplies (July 2010)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
- 3.9.1.1-1 Contract Disputes (September 2009)
- 3.9.1-2 Protest After Award (August 1997)
- 3.9.1-3 Protest (November 2002)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
- 3.13-4 Contractor Identification Number-Data Universal Numbering (DUNS) Number (April 2006)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-13 Reducing Text Messaging While Driving (January 2011)

The Contractor shall comply with the following additional AMS clauses, incorporated by reference, unless the circumstances do not apply:

- 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.3.1-24 Fast Payment Procedures (October 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)
- 3.6.2-4 Walsh-Healey Public Contracts Act (April 1996)
- 3.6.2-5 Certification of Nonsegregated Facilities (February 2009)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

(c) The Contractor shall comply with the following AMS provisions or clauses that the Contracting Officer has indicated as being incorporated by reference:

- ☐ 3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009)
- ☐ 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)
- ☐ 3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)
- ☐ 3.10.1-8 Suspension of Work (August 1998)
- ☒ 3.10.1-9 Stop Work Order (October 1996)
- ☐ 3.10.1-9 Stop Work Order, Alternate I (October 1996)
- ☐ 3.10.1-10 Stop Work Order-Facilities (June 1999)
- ☐ 3.10.1-11 Government Delay of Work (April 1996)
- ☒ 3.10.1-12 Changes-Fixed Price (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt I (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt II (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt III (April 1996)
- ☐ 3.10.1-12 Changes-Fixed Price, Alt IV (April 1996)

- ☐ 3.10.1-12 Changes-Fixed Price, Alt V (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt I (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt II (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt III (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt IV (April 1996)
- ☐ 3.10.1-13 Changes-Cost-Reimbursement, Alt V (April 1996)
- ☒ 3.10.6-1 Termination for Convenience of the Government (Fixed-Price) (October 1996)
- ☐ 3.10.6-2 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (October 1996)
- ☐ 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- ☐ 3.10.6-3, Alt I Termination (Cost-Reimbursement) Alternate I (January 1998)
- ☐ 3.10.6-3, Alt II Termination (Cost-Reimbursement) Alternate II (October 1996)
- ☐ 3.10.6-3, Alt III Termination (Cost-Reimbursement) Alternate III (October 1996)
- ☐ 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- ☐ 3.10.6-3/alt5 Termination (Cost-Reimbursement) Alternate V (October 1996)
- ☒ 3.10.6-4 Default (Fixed Price Supply and Services) (October 1996)
- ☐ 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)
- ☐ 3.10.6-6 Default (Fixed Price Construction) (October 1996)
- ☐ 3.10.6-7 Excusable Delays (October 1996)

(d) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

5.2 FAA AMS Clauses in full text

5.2.1 FAA AMS 3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security

standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

5.2.2 FAA AMS 3.2.4-32 Option for Increased Quantity (April 1996)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of the added items shall continue at the rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

5.2.3 FAA AMS 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

5.2.4 FAA AMS 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (January 2010)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB) concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**5.2.5 FAA AMS 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES
RELATING TO IRAN-CERTIFICATION (January 2011)**

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph

(1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance

with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by

the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not

apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)